



EST. 1851

PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 581-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Edward N. Bonner
Date: May 20, 2014
Subject: Placer Regional Auto Theft Task Force Agreements

Action Requested

1. Approve the three-year Operational Memorandum of Understanding (MOU) with the Placer Regional Auto Theft Task Force (PRATTF) participants and authorize the Chair and Sheriff to sign and execute the agreement. The term of the MOU is from February 1, 2014 to January 31, 2017.
2. Adopt a resolution and authorize the Sheriff to execute the three-year agreement between the Placer County Sheriff's Office and the Department of California Highway Patrol (CHP) for reimbursement of overtime costs for CHP personnel assigned to PRATTF. The agreement is not to exceed \$120,000 beginning July 1, 2014 and ending June 30, 2017.

Background

In March of 2007, the Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to fund local agency programs which combat vehicle theft. The Board of Supervisors approved the formation of PRATTF. It was agreed upon that CHP would be reimbursed for overtime through task force funding.

In October of 2007, the Board of Supervisors approved the initial Operational MOU with the PRATTF participants that outline procedures and operational guidelines for the Task Force. The MOU is renewed every three years and approved by the participating agencies chief law enforcement officers.

This program continues to investigate, apprehend, and reduce vehicle theft and related crimes within Placer County through aggressive, innovative, and proactive enforcement measures to benefit the citizens of Placer County. CHP dedicates officers at no cost during regular work hours. A resolution is required by CHP to execute this agreement.

Fiscal Impact

Funds are included for the overtime expended on behalf of this program through the PRATTF fund. There is no additional fiscal impact to the General Fund.

RATTF

Placer County Regional Auto Theft Task Force

A Multi-Agency Task Force

February 2014



MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
PLACER COUNTY REGIONAL AUTO THEFT TASK FORCE**

I. OVERVIEW

In an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). This bill authorizes the Board of Supervisors to impose one dollar fee on all passenger vehicles and a two dollar fee on all commercial vehicles registered in the County at the time of registration renewal to enhance the capacity of local law enforcement and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

On March 20, 2007, the Placer County Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specifically fund local agency programs which combat vehicle theft.

II. MISSION

It is the mission of the Placer County Regional Auto Theft Task Force (RATTF) to reduce vehicle theft and related crimes within Placer County through aggressive, innovative, and proactive enforcement measures.

A. Objectives

1. Decrease the incident of vehicle thefts.
2. Increase the recovery rate of stolen vehicles.
3. Increase the clearance rate of vehicle thefts.

III. TASK FORCE ORGANIZATION

A. Executive Committee

The Executive Committee of the Placer County Regional Auto Theft Task Force shall consist of the participating Chiefs of Police, Sheriff and the California Highway Patrol Auburn Area.

The department head or designee from each participating agency shall serve on the Task Force Executive Committee, which shall be responsible for monitoring the operations and progress of the task force operations and procedures, and to provide guidance and input to the Task Force Commander. Members of the Committee should meet at-least quarterly to review task force operations, provide direction, review long-range goals and objectives, and discuss other issues relevant to the task force. Quorum voting of the committee shall be by majority vote. A quorum shall be

defined as no less than three members and shall be by Executive Committee members only.

B. Task Force Commander

The California Highway Patrol, ISU Lieutenant shall serve as Commander of the Task Force. The Commander will be responsible for overall management of the task force and will provide quarterly reports to the Executive Committee. The Commander will dedicate that amount of time necessary to efficiently manage the task force.

C. SUPERVISION

The California Highway Patrol will provide a Sergeant as a full-time supervisor of the task force. The CHP Sergeant will report directly to the Task Force Commander, and will have the primary responsibility for supervision of all task force unit members.

D. Personnel

The California Highway Patrol, Placer County Sheriff, Roseville Police Department and Rocklin Police Department agree to assign one full-time sworn investigator to the task force during the term of this agreement.

Personnel assignments to the task force shall generally be for a minimum period of three years, but may be extended by mutual agreement of the task force member and his/her parent agency. Personnel not meeting acceptable standards of performance or refusing to comply with task force policies and procedures may be removed from the task force and transferred back to his/her department. If the Task Force Commander has cause to remove a member, he/she shall discuss the issue with the participating agency. If the contributing agency does not concur with the decision of the Task Force Commander to remove and replace the participating member, the issue shall be forwarded to the Executive Committee for final disposition. It is agreed however, that the resolution of operational problems will be accomplished at the lowest level and in the best interest of the task force.

Scheduling of task force personnel shall be the responsibility of the Task Force Supervisor in accordance with the policies of the members' respective parent agencies. When mission requirements necessitate a schedule adjustment of work shift hours, when possible, notice shall be given in writing to all effected personnel no less than the prescribed time for written notice, as outlined in the member's labor contract. All affected personnel shall adjust their shifts accordingly in compliance with their agency's policies and procedures. In order to meet scheduling needs, parent agencies shall make every effort to minimize any task force members time away from the unit.

Due to uniqueness of operating in a small unit, vacation scheduling requires the understanding and consideration of all task force members. All vacation requests shall be submitted and approved through the Task Force Supervisor. The staffing

needs of the unit shall be the defining factor in scheduling vacations. In no event shall vacations lower the task force personnel less than 50%. Seniority as a full time California Peace Officer shall be the governing factor should more than 50% of the investigators choose the same vacation dates. The needs of the task force shall supersede any and all vacation requests.

Personnel assigned to the task force shall, at the direction of the Supervisor, participate in all training exercises which the Supervisor deems necessary to maintain an effective and proficient unit. All required employing agency training shall be attended by respective investigators. Notification of training shall be given to the Task Force Supervisor as soon as the investigator is notified.

Personnel assigned to the task force shall be deemed to be continuing under the employment of their respective jurisdictions, and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers in their own jurisdictions.

All terms and conditions of an employee's labor contract shall be in full effect, and shall be abided by, even though the employee is assigned to the task force.

IV. FISCAL PROCEDURES

Task force funding will come from the amounts provided to Placer County pursuant to Vehicle Code Section 9250.14 and will be used to pay for the purpose specified in that section. The California Department of Motor Vehicles will process fees quarterly per 9250.14. The fees will be deposited into an interest bearing account maintained by the Placer County Auditor-Controller's Office. All expenditures will follow Placer County guidelines. The Task Force Supervisor will present an annual budget to the Executive Committee for approval or modification and will report expenses to the Executive Committee on a quarterly basis. The Executive Committee will consider the draft budget in February of each year. The final budget will be determined by the Executive Committee in July for approval by the Placer County Board of Supervisors during the normal budget cycle.

Funding priority from the fees collected pursuant to California Vehicle Code section 9250.14 follows the following order:

1. Approve operating budget.
2. Overtime reimbursement for Task Force Supervisor, or other CHP personnel assigned within approved budget amounts.
3. Any unused funds received pursuant to California Vehicle Code Section 9250.14 in excess of those expended in above items 1 through 3 shall be distributed to the Placer County Sheriff's Department, Roseville Police Department, and Rocklin Police Department in equal shares up to the actual personnel costs for sworn personnel assigned to the unit.

4. Any revenue exceeding the sum of 1 through 4 in any given year shall be retained in the fund for future use by the task force at the direction of the Executive Committee.

The Task Force Supervisor will be authorized to make purchases up to \$1,500. Any purchase above \$1,500 but less than \$2,500 will require the approval from the Task Force Commander. Purchases in excess of \$2,500 but less than \$10,000 will require Executive Committee approval. All purchases in excess of \$10,000 will require the approval of the Placer County Board of Supervisors.

All task force members will be reimbursed for actual, necessary and appropriate business and travel expenses incurred as a result of task force operations per each participating agency Memorandum of Understanding. The reimbursement will be from task force funds.

Although CHP personnel salaries are not paid through task force funding, any overtime hours worked should be reimbursed. Members assigned to the task force whose salaries are reimbursed by the task force fund shall be assigned as a full-time position.

V. LIABILITY

Each participating agency will bear all the Worker's Compensation responsibility for its respective employees assigned to the task force, and shall be responsible for the acts of its participating officer(s), and shall incur any liabilities arising out of the service and activities of those officers while participating in the task force.

This agreement is between law enforcement agencies and is not intended to be a joint powers agreement under sections 6500-6536 of the Government Code of the State of California. Personnel assigned to the task force shall be deemed continuing under employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are confirmed upon him/her as a peace officer in his/her own jurisdiction.

VI. OPERATIONAL LOCATION

The task force will be based within the Rocklin Police Department Headquarters. All policies and procedures regarding facility security of the Rocklin Police Department shall be adhered to as outlined in the SOP. If a decision is made to move the task force, it shall be done with Executive Committee approval, and the location shall be within Placer County.

VII. EQUIPMENT

The Task Force Supervisor will be accountable for equipment assigned to the task force and will provide for the accounting, and safeguarding of fixed assets. The contributions of participating agencies will be negotiated, and will be based on what

items and funding each agency has available. It is anticipated that participating agencies will provide a vehicle, safety equipment, and miscellaneous surveillance items in support of their assigned personnel. All equipment provided by an individual agency shall remain the property of that agency, and shall be returned upon termination of that agency's participation in the task force.

A. Vehicles

Each agency is required to supply a vehicle for their investigator(s). However, if the agency is not able to provide a vehicle, the task force will assist with acquiring one through other means. Vehicles obtained from the National Insurance Crime Bureau shall be registered, insured and equipped (undercover radio and emergency lighting) through the parent agency. Additionally, the parent agency will be responsible for the cost associated with the maintenance and fuel of their vehicle. The task force supervisor's vehicle will be obtained through NICB, with the Placer County Sheriffs Office (PCSO) accepting this vehicle into their fleet, under the Vehicle use Agreement with NICB. All vehicle insurance and operational liability will remain the responsibility of the CHP. The cost to operate and maintain the vehicle will be initially paid for by PCSO, but will be reimbursed from the RATTF budget.

B. Communication Equipment

Hand held radios will be provided to the task force by the Rocklin Police Department, Roseville Police Department and the California Highway Patrol. California Highway Patrol vehicle mounted radios can be installed if requested. Cellular telephones and monthly cellular telephone bills will be paid for with task force funds. Procedures will be developed to ensure proper use and accountability of this equipment.

C. Additional Equipment

The task force will provide surveillance equipment, binoculars, video cameras, etc., to members from task force inventory. Additional or replacement equipment will be purchased by the task force fund.

Should the task force be disbanded, equipment provided by a specific agency will be returned to that agency. Equipment purchased through task force funding will be distributed equally amongst the participating agencies as determined through the Executive Committee.

D. Confidential / Buy funds

Confidential buy funds will be established yearly by the Executive Committee and maintained by the task force for investigative resources and buys. This money will be established from the Placer County Vehicle Theft Funds and replenished as necessary. The buy funds will be maintained at the task force office. A safe will be acquired to maintain the funds, and at the same time, provide access and control

measures to ensure security of the funds. The decision to expend confidential / buy funds should be weighed against the potential for the arrest of the suspect(s) involved and the value of the property to be recovered. All requests for payment to informants and buy money must have approval from the Task Force Supervisor. Executive Committee approval is required for expenditures in excess of \$1,500.00. Reporting of confidential / buy funds will be done monthly to the Executive Committee.

E. Task Force Operation Funds

The task force will be provided funds in the amount determined by the Executive Committee for expenses necessary to conduct auto theft investigations. These funds will be used for equipment, training, cellular telephones, buy money, and informant funds. The Task Force Supervisor will prepare and annual budget for approval and report expenses to the Executive Committee on a quarterly basis.

VIII. UNDERCOVER DOCUMENTS

The use of covert identities to support or enhance undercover operations is essential. This may require detective / investigators to possess undercover driver's licenses, and/or other sources of identification. The procurement, utilization, and control of these documents will rest with the participating agency.

IX. ASSET SHARING

Any funds resulting from forfeiture actions of lawful sources initiated by the task force shall be maintained in a trust fund. The trust fund shall be administered by the Executive Committee. Funds shall be used to further achieve the purpose of the task force and may be used to buy equipment, training, and /or other lawful expenditures consistent with the purpose of the task force.

X. STANDARD OPERATING PROCEDURES

All task force members shall abide by a Standard Operating Procedures (SOP) manual which shall be prepared by the Task Force Supervisor and approved by the Executive Committee. The SOP shall specify policies and procedures for the task force, and shall include the following specific items:

- A. In any case where the policies and procedures of the task force conflict with those of a member agency, the member shall abide by the directives of his/her own agency.
- B. The investigation of officer-involved shootings and vehicle accidents will be handled by the parent agency with investigative authority and shall be conducted in accordance with the Placer County Protocol.

- C. Task force member monthly evaluations will be handled by the task force supervisor. Annual evaluations and discipline actions shall be handled by the parent agency, with assistance from the task force supervisor if requested.
- D. The release of media information regarding task force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.
- E. Prior to any special operations (i.e., store front, sweeps, long term covert operations) the Task Force Supervisor or case agent will apprise the head of each participating agency, or their designee of the target and the strategies for the execution of the operation. Each operation may be reviewed at the next Executive Committee meeting.
- F. Should a member of the Executive Committee wish to amend a procedure or policy as expressed in the agreement of the task force SOP, those changes shall be presented jointly to the entire Executive Committee and the Task Force Commander, and shall be adopted upon a majority vote of the Executive Committee. All members of the task force shall be notified prior to the effective date of any change in policy or procedure.

XI. REPORTING

- A. The Task Force Commander will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments of the task force operation. This reporting system will serve as the basis for monthly reports to the executive committee and ensure accountability of resources, personnel, and equipment.
- B. The Task Force Supervisor will submit an operational report to the Executive Committee on a monthly basis.
- C. An annual report will be provided to the County Board of Supervisors, with copies to each participating City Council.

XII. AMENDMENTS TO THE MOU

The Executive Committee may propose amendments to the MOU for approval by the governing bodies of the participating jurisdictions.

XIII. TERM OF AGREEMENT

This agreement shall terminate three years from the signed date of agreement.

Any participating agency desiring to terminate its participation in this agreement shall indicate such intent, in writing, to the Executive Committee. The termination shall be

deemed to take effect not less than thirty (30) days after receipt of the written communication, or upon a date established by mutual agreement.

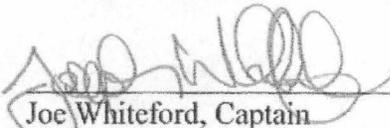
XIV. SIGNATURES

The undersigned represent that they have the authority to execute this agreement on behalf of their respective agencies; and, in signing this formal agreement represent concurrence with and support of the Placer County Regional Auto Theft Task Force as set forth in this agreement for the period and purpose as stated herein.



Rodney Ellison, Lieutenant
California Highway Patrol, Valley Division

Feb. 4, 2014
Date



Joe Whiteford, Captain
California Highway Patrol, Auburn Area

2/26/14
Date

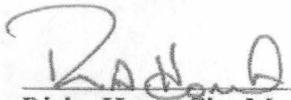
Jack Duran, Chairperson
Placer County Board of Supervisors

Date



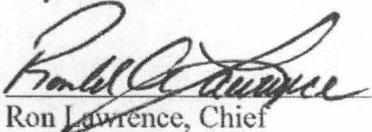
Edward Bonner, Sheriff
Placer County Sheriff's Department

2-20-14
Date



Ricky Horst, City Manager
City of Rocklin

3-11-14
Date



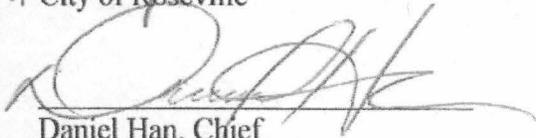
Ron Lawrence, Chief
Rocklin Police Department

Feb 3, 2014
Date



Ray Kerridge, City Manager
City of Roseville

4/17/14
Date



Daniel Han, Chief
Roseville Police Department

2/20/14
Date

Before the Board of Supervisors County of Placer, State of California

In the matter of:
Department of California Highway Patrol (CHP)
Contract Agreement

Resol. No:
Ord. No:
First Reading:

The following Resolution was duly passed by the Board of Supervisors of
the County of Placer at a regular meeting held May 20, 2014,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, the Sheriff's Office is responsible for investigating, apprehending and
reducing vehicle theft within Placer County; and

WHEREAS, the Sheriff's Office provides oversight to the Placer Regional Auto Theft
Task Force (PRATTF) of which the Department of California Highway Patrol is the lead
agency who provides personnel at no cost during regular work hours; and is
reimbursement for overtime costs through an agreement between the Placer County
Sheriff's Office and the Department of California Highway Patrol; and

WHEREAS, the Department of California Highway Patrol requires a resolution from the
Board of Supervisor to execute the agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the contract agreement between Placer County and the Department of California Highway Patrol in the maximum amount of \$120,000 and authorizes the Sheriff-Coroner-Marshal, Edward N. Bonner, to execute the contract agreement.

COPY

**PLACER COUNTY REGIONAL AUTO THEFT TASK FORCE
LETTER OF AGREEMENT**

THIS AGREEMENT, made by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Placer County, hereinafter called COUNTY.

On March 20, 2007, the COUNTY Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specially fund local agency programs which combat vehicle theft. The County Board of Supervisors approved the formation of a Placer County Regional Auto Theft Task Force. Subsequently, a memorandum of understanding was entered into between the Placer County Chief's of Police, Sheriff, and the CHP to establish this task force. Once (1) CHP Sergeant and one (1) CHP Officer have been assigned and as agreed, CHP shall be reimbursed for overtime through task force funding.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, COUNTY and CHP do hereby agree as follows:

1. CHP agrees to provide one (1) Sergeant as supervisor to the multi-agency Auto Theft Task Force and one (1) Officer within Placer County.
2. The term of the agreement will become effective July 1, 2014 and shall terminate June 30, 2017.
3. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol
CHP Valley Division
Lt. Rodney Ellison / Sgt. Mike Beauregard
2555 First Ave.
Sacramento, CA 95818
(916) 731-6400

Placer County Sheriff's Office
Administrative Services
2929 Richardson Drive
Auburn, CA 95603
(530) 889-7800

4. This agreement may be canceled by either party upon thirty (30) days prior written notice or upon a date established by mutual agreement.
5. This agreement may be amended by written mutual consent of both parties hereto.
6. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
7. In consideration for the above services, COUNTY agrees to reimburse the CHP upon receipt of an itemized invoice. COUNTY agrees to reimburse the CHP for the actual costs incurred at the time services are provided. The rates indicated in this agreement are for estimate purposes only. In the event CHP is granted a rate increase, COUNTY agrees to pay the increased rate. The following

Department of California Highway Patrol
Placer County
Agreement #14R212000

information are the CHP officer and sergeant overtime rates effective Fiscal Year 13/14, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	\$79.25 per hour
CHP Sergeant	\$96.39 per hour

8. Total amount payable under this agreement shall not exceed One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00).
9. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and /or statute and that no advance written notification is necessary prior to implementing the increased rates.
10. CHP agrees to invoice COUNTY on a quarterly basis. CHP Accounting Section, Accounts Receivable Unit, will send all invoices to the Placer County Task Force Commander who will be responsible for forwarding the invoices to:

Placer County
2929 Richardson Dr.
Auburn, CA 95603
Attn: Administrative Services
(530) 889-7800

11. COUNTY agrees to provide to CHP a resolution, motion, order or ordinance of the governing body bylaw which authorizes execution of this agreement and indicates the individual who is authorized to sign the agreement on behalf of Placer County.
12. AUDIT

COUNTY agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. COUNTY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, COUNTY agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et CCR Title 2, Section 1896).

13. DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

14. The COUNTY agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 14R212000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of California Highway Patrol
CONTRACTOR'S NAME Placer County
- The term of this Agreement is: July 1, 2014 through June 30, 2017
- The maximum amount of this Agreement is: \$ 120,000.00
One Hundred Twenty-Thousand Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Letter of Agreement – Placer County Regional Auto Theft Task Force	3 pages
Exhibit C* – General Terms and Conditions (GTC 6-10, effective date 06/09/2010)	On-line

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Placer County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2929 Richardson Drive Auburn, CA 95603		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING T. L. ANDERSON, Assistant Chief, Administrative Services Division		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		

192